

SEP 15 1986

STATE OF WISCONSIN

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Arbitration Between
WEST CENTRAL EDUCATION ASSOCIATION
and
ELLSWORTH COMMUNITY SCHOOL DISTRICT

Case 7
No. 35709 MED/ARB-3513
Decision No. 23296-A

Appearances: Mulcahy & Wherry, S.C., by Kathryn J. Pressn, for the District.
West Central Education Association by James H. Begalke, for
the Union.

On April 11 and May 2, 1985, representatives of the Elsworth Community School District (hereinafter referred to as the "Board") and the West Central Education Association (hereinafter referred to as the "Association") exchanged their initial proposals for a 1985-86 collective bargaining agreement to be effective July 1, 1985 through June 30, 1986. Thereafter, the parties met on six occasions in an effort to reach a voluntary settlement on a new collective bargaining agreement.

On September 26, 1985, the Association filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting the initiation of mediation/arbitration pursuant to Section 111.70(4)(cm)6, Wisconsin Statutes. On December 10, 1985 the WERC conducted an investigation which reflected that the parties were deadlocked in their negotiations. Thereafter, the Board and the Association submitted, by February 3, 1986, their final offers and a stipulation on matters agreed upon. On February 14, 1986, the WERC certified the impasse and ordered that the parties select a mediator/arbitrator.

On March 4, 1986, Mr. John J. Flagler of Minneapolis, Minnesota was notified of his selection as the mediator/arbitrator. Arbitrator Flagler met with the parties on April 21, 1986. Mediation failed to produce a settlement and an arbitration hearing was held. The parties agreed to submit written briefs in support of their final offers.

Reply briefs were received on July 22, 1986. On July 29, the Association wrote to object to additional settlement information submitted by the Board on July 28. The arbitrator closed the record on August 6, 1986.

Criteria to be Utilized by the
Arbitrator in Rendering the Award

The criteria to be utilized by the Arbitrator in rendering the award are set forth in Section 111.70(4)(cm)7, Wis. Stats., as follows:

"(7) 'Factors considered.' In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same communities and in private employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pension, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in the private employment."

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STIPULATION OF TENTATIVE AGREEMENTS

1. Page 6 - Compensation: G. Health Insurance: ADD:

Coverage to include waiver of the health insurance premium if an employee is out of work on long term disability insurance.

ADD:

The health insurance plan will include the preadmission hospital review program.

2. Page 6 - Compensation: H. Life Insurance:

The District shall pay the employer and employee contributions to the State Group Life Insurance plan that existed during the 1984-85 school year for all teachers who qualify for the program. The life insurance continued on or after the age sixty-six (66) shall be the 50% minimum plan.

3. The insurance tentative agreements (#1 and #2) will be implemented by January 1, 1986.

4. Change all dates to reflect 1985-86 contract.

5. Page 6 - Compensation: E. Extra Curricular Compensation:

The District shall pay \$6.50 per hour for assigned extra curricular duties beyond the regular workday. This provision shall not apply to positions listed in the "Schedule for Extra Curricular" salaries or to the following activities: Homecoming, Prom, Senior Banquet, and Graduation.

Compensation for assigned extra curricular duties will be paid by a separate check on November 15th, March 15th, and June 15th, provided such separate checks are permitted by law.

6. 1985-86 Calendar: Attached

7. 1985-86 Schedule For Extra Curricular: Attached

WEST CENTRAL EDUCATION
ASSOCIATION

ELLSWORTH COMMUNITY SCHOOLS

James Begalke

DATE: 1/10/86

Kathryn J. Prew

DATE: 1/14/86

PROPOSED CALENDAR FOR 1985-86

☐ End of quarter or semester

☐ Inservice
 △ Parent-Teacher Conference
 ○ Holiday
 X Non-contract day

August

M	T	W	T	F
			1	2

5	6	7	8	9
---	---	---	---	---

12	13	14	15	16
----	----	----	----	----

19	20	21	22	23
----	----	----	----	----

26	27	28	29	30
----	----	----	----	----

3 - Inservice

7 - Student

November

M	T	W	T	F
				△

4	5	6	7	8
---	---	---	---	---

11	12	13	14	15
----	----	----	----	----

18	19	20	21	22
----	----	----	----	----

25 26 27 28 ~~X~~
 Thanksgiving

1 - Holiday

1 - Parent-Teacher

18 - Student

February

M	T	W	T	F
3	4	5	6	7

10	11	12	13	X 14
----	----	----	----	-----------------

17	18	19	20	21
----	----	----	----	----

X 25	26	27	28
-----------------	----	----	----

18 - Student

1 - Inservice

May

M	T	W	T	F
			1	2

5	6	7	8	9
---	---	---	---	---

12	13	14	15	16
----	----	----	----	----

19	20	21	22	23
----	----	----	----	----

Memorial Day
 26 27 28 29 30

19 - Student

1 - Inservice

1 - Holiday

28th-End 4th Quarter

46 days/4th qtr.

91 days/2nd sem.

TA
 8/1/85

September

M	T	W	T	F
②	3	4	5	6

Labor Day

9	10	11	12	13
---	----	----	----	----

16	17	18	19	20
----	----	----	----	----

23	24	25	26	27
----	----	----	----	----

30

1 - Holiday

20 - Student

December

M	T	W	T	F
2	3	4	5	6

9	10	11	12	13
---	----	----	----	----

16	17	18	19	20
----	----	----	----	----

~~X~~ ~~X~~ ~~X~~ ~~X~~ ~~X~~

~~X~~ ~~X~~

15 - Student

March

M	T	W	T	F
3	4	5	6	7

10	11	12	13	14
----	----	----	----	----

45 days/3rd qtr.

17	18	19	20	21
----	----	----	----	----

24	25	26	X	X
----	----	----	--------------	--------------

1st

~~X~~ 2nd ~~makeup~~ makeup

18 - Student

18th-End 3rd Quarter

Student

1st qtr.		4th qtr.	
A-7		M-6	
S-20	44	A-21	46
O-17		M-19	

2nd qtr.

O-4		179	Student
N-18	44	2	Parent-Teacher
D-15		6	Inservice
J-7		3	Holiday

3rd qtr.

J-15		190	Contract Days
F-18	45		Graduation-May 25th
M-12			

October

M	T	W	T	F
	1	2	3	4

7	8	9	10	X
---	---	---	----	--------------

14	15	16	17	18
----	----	----	----	----

21 22 23 24 25 44 days/ 1st qtr

28 29 30 31

1 - Convention

21 - Student

25th-End 1st Quarter

January

M	T	W	T	F
		X	2	3

6 7 8 9 10 44 days/ 2nd qtr

13 14 15 16 17 88 days/ 1st sem.

20	21	22	23	24
----	----	----	----	----

27	28	29	30	31
----	----	----	----	----

22 - Student

10th-End 1st Semester

April

M	T	W	T	F
	X 1	2	3	△

7	8	9	10	11
---	---	---	----	----

14	15	16	17	18
----	----	----	----	----

21	22	23	24	25
----	----	----	----	----

28	29	30
----	----	----

21 - Student

1 - Parent-Teacher

CALENDAR FOR 1985-86

<u>Contract Days</u>		<u>Student Days</u>
10	August - 19, 20, & 21st Teacher Inservice	7
21	September - 3rd Labor Day	20
22	October - 10th NWEA Convention 25th End of 1st Quarter (44 days)	21
20	November - 1st (Parent-Teacher Conf) Elementary - 8:00 am - 3:00 pm Secondary - 1 pm - 5 pm 6 pm - 9 pm 28th Thanksgiving	18
15	December - 23rd - 31st Christmas Vacation	15
22	January - 1st Vacation Day 2nd School Resumes 10th Ends 2nd Quarter (44 days)	22
19	February - 21 st River Falls Conference	18
18	March - 18th End of 3rd Quarter (45 days) 27th - 31st Easter Vacation	18
22	April - 4th Elem PT Conferences (8:00a.m.-3:00p.m.) Sec Inservice or PT Conferences	21
21	May - 26th Memorial Day	19
190 days	29 28th End of 4th Quarter (46 days) 29th Teacher Inservice 30th	179 days

Total Student 179 Days
 Parent Conferences 2 Days
 Holidays 3 Days
 Inservice 6 Days

Days lost will be made up in the following order - March 27th, ^{April 1} March 31st.
 At the end of the school year, the Board shall determine how and when additional days lost will be made up.

Charles Krumholz
 8-1-85

JB
 8/1/85

EXTRA CURRICULAR FRL JSAL 1985-86

	1984-85	1985-86
FOOTBALL		
HEAD COACH	2377	2417
1ST ASST	1646	1686
HEAD JV	1552	1592
ASST JV	1384	1424
9TH GRADE	1384	1424
ASST 9TH	951	1031
1ST JH	1108	1108
2ND JH	1108	1108
3RD JH	951	991
4TH JH	951	991
SUB-TOTAL	13412	13772
BASKETBALL		
HEAD BOYS	2377	2417
HEAD GIRLS	2377	2417
HEAD JV B	1646	1686
HEAD JV G	1646	1686
9TH BOYS (12 BOYS)	1384	1424
8TH BOYS	1108	1108
7TH BOYS	1108	1108
9TH GIRLS (12 GRLS)	1108	1108
8TH GIRLS	1055	1108
7TH GIRLS	500	1108

SUB-TOTAL	14309	15170
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WRESTLING

HEAD COACH	2377	2417
1ST ASST	1646	1686
1ST JH	1108	1108
2ND JH	1108	1108

SUB-TOTAL	6239	6319
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TRACK

HEAD BOYS	1712	1752
HEAD GIRLS	1712	1752
1ST ASST BOYS	1238	1278
1ST ASST GIRLS	1238	
1ST JH BOYS	870	910
2ND JH BOYS	870	910
1ST JH G	870	910
2ND JH G	829	910

SUB-TOTAL	9339	8422
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TOTAL SUB TOTAL	43299	13683
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BASEBALL

HEAD COACH	1750	1790
J V COACH	1285	1325

SOFTBALL

HEAD GIRLS	1538	1578
1ST ASST GIRLS		1270

I GOLF (8 G, OR 8		
HEAD COACH	1142	1182

I CROSS COUNTRY		
(7 G, OR 7B)		
I HEAD COACH	1284	1324

I TENNIS (MIN #)		
I HEAD BOYS	1142	1142
I HEAD GIRLS	1142	1142

I VOLLEYBALL		
I HEAD COACH	1548	1588
I J V COACH	905	945
I 1ST JR HI ASST	817	817
I 2ND JR HI ASST		817

ATHLETIC DIRECTOR

E ALL SCHOOLS	2612	2652
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I GIRLS ACTIVITIES		
I HIGH SCHOOL	841	881
I CHEERLEADING	735	735

I MUSIC		
E SH INSTRUMENTAL	1866	1906
I JH INSTRUMENTAL	1506	1546
I SH VOCAL	1708	1748
E JH VOCAL	1324	1364

7

VISUAL AIDS

	771	771
JUNIOR HIGH	793	873
↓ PROM		
SENIOR HIGH	665	665
↓		
ANNUAL		
SENIOR HIGH	1045	1045
↓ JUNIOR HIGH		400
NEWSPAPER		
SENIOR HIGH	793	833
-		
STUDENT COUNCIL		
↓ SENIOR HIGH	831	752
↓ JUNIOR HIGH	673	752
CLASS PLAY		
SH GEN DIRECTOR	720	760
↓ SH TECH DIRECTOR	432	472
JH GEN DIRECTOR	720	760
↓		
MUSICALS		
SR. HIGH		
GEN DIRECTOR	864	904
TECH DIRECTOR	577	617
↓		
↓ FORENSICS (15 STUDENTS FOR		
2ND SR HI COACH)		
SR HIGH	1108	1148
↓ SR HIGH ASSISTANT	700	740
↓ JR HIGH	1045	1085

↓ GOLF GIRLS

DEPT CHAIRS (8)	3200	6000
ASST CHAIRS (7)	1400	1400

Accepted 8-5-85
Clark Knudson

Accepted 5-5-85
Don Klausbrunner

TA 8/20/85
James Begalke

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Name of Case: ELLSWORTH COMMUNITY SCHOOL DISTRICT
Case 7 No. 35709 Med/Arb-3513

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

January 28, 1986
(Date)

Kathryn J. Prenn
(Representative)
Kathryn J. Prenn
Mulcahy & Wherry, S.C.

On Behalf of: Ellsworth Community School District

Ellsworth, WI

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Name of Case: Ellsworth Communtiy School District - Case 7 No. 35709 MED/ARB-
3513

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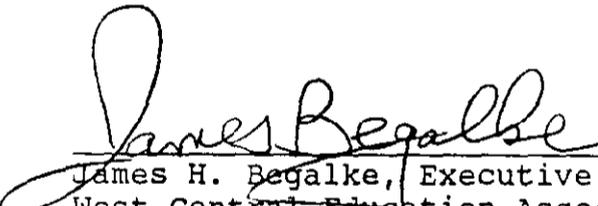
12/20/85
(Date)

James Bezaire
(Representative)

On Behalf of: WEST CENTRAL EDUCATION ASSOCIATION

WCEA-ELLSWORTH FINAL OFFER

1. The Association proposes the provisions of the 1984-85 Professional Agreement, between the WCEA-Ellsworth and the School District of Ellsworth, become the terms of the 1985-86 Professional Agreement except as modified by the stipulation of tentative agreements between the parties and the amendments, attached hereto and as determined by the mediator-arbitrator, to be incorporated into the successor contract.
2. Effective January 1, 1986, the Board will pay 6% (employee share) of salary toward STRS.
3. Compensation - A - Appendix A - 1985-86 Salary Schedule: \$15,788 base salary. The salary schedule is attached.


James H. Begalke, Executive Director
West Central Education Association

1/30/86
Date

JHB:js

Final Positions of the Parties

The sole issue remaining here at impasse is salaries.

WCEA-ELLSWORTH 1985-86 FINAL OFFER

STEP	BA	+9	+18	+27	+36	MA	+9	+18
0.0	15788	16044	16298	16554	16808	17063	17318	17574
1.0	16396	16688	16976	17262	17550	17840	18112	18384
2.0	17002	17334	17653	17973	18292	18619	18906	19195
3.0	17610	17978	18330	18682	19034	19396	19700	20005
4.0	18216	18623	19007	19393	19776	20174	20494	20816
5.0	18823	19267	19685	20101	20518	20951	21289	21626
6.0	19430	19913	20362	20811	21260	21728	22083	22438
7.0	20038	20557	21039	21521	22002	22505	22877	23248
8.0	20645	21203	21717	22231	22744	23284	23671	24059
9.0	21252	21847	22393	22940	23486	24061	24464	24869
10.0	21858	22492	23070	23650	24228	24839	25259	25680
11.0	22466	23137	23748	24359	24971	25616	26053	26490
12.0	23072	23783	24425	25069	25712	26394	26847	27302
13.0	23680	24427	25102	25778	26454	27171	27641	28112
14.0	---	25072	25780	26489	27196	27949	28435	28923
15.0	---	---	---	---	---	28726	29229	29733

ELLSWORTH BOARD 1985-86 FINAL OFFER

STEP	BA	+9	+18	+27	+36	MA	+9	+18
0.0	15566	15818	16069	16321	16572	16824	0	0
1.0	16165	16453	16737	17020	17303	17590	0	0
2.0	16763	17090	17404	17720	18035	18357	0	0
3.0	17362	17725	18072	18419	18766	19123	0	0
4.0	17960	18362	18740	19120	19498	19890	0	0
5.0	18559	18997	19408	19819	20230	20656	20989	0
6.0	19157	19633	20075	20519	20961	21423	21772	22122
7.0	19756	20268	20743	21218	21693	22189	22555	22920
8.0	20354	20905	21411	21918	22424	22957	23338	23721
9.0	20953	21540	22079	22617	23156	23723	24121	24520
10.0	21551	22177	22747	23318	23888	24490	24904	25320
11.0	22150	22812	23414	24017	24619	25256	25687	26118
12.0	22748	23449	24082	24717	25351	26023	26470	26918
13.0	23347	24084	24750	25416	26082	26789	27253	27717
14.0	---	24720	25418	26117	26814	27556	28036	28517
15.0	---	---	---	---	---	28322	28819	29315

Discussion and Award

The parties agree that the Middle Border Athletic Conference has served as the traditional reference group in the past and should constitute the primary comparison group in the present arbitration. They agree on little else.

The comparability problem in this case arises from the limited number of settlements within the Middle Border Athletic Conference. Of eight school districts in the Conference, only Durand, Mondovi, Amery, and New Richmond had settled at the time of the hearing. Of the four settlements, I consider New Richmond's settlement non-representative because it merely caps the final year of a multi-year contract.

The New Richmond final year settlement figures vary substantially from the remaining three conference districts and indeed from the final positions of the parties in Ellsworth. Disparities of like scale are commonly seen in multi-year settlements and seriously impair their usefulness for comparison purposes. The reason for this lies in the interest arbitrator's definition of what constitutes the more reasonable of the competing final positions.

The interest arbitrator seeks to determine which of the two final positions comes closest to what the parties themselves would have agreed to had they negotiated successfully to voluntary settlement. This "useful fiction" assumes a central tendency in the convergence of those wage determining factors the parties themselves traditionally rely on at the bargaining table. While difficult to apply in certain cases where data are skimpy, this general principle of interest arbitration explains the selection of the statutory criteria.

In general, the principle has served the parties well by setting the framework of the bargain and, when negotiations fail, by focusing the attention of the interest arbitrator on the variables the parties themselves weigh in their bargaining decisions. New Richmond fails this test simply because it is unlikely that the parties would have given much weight to that district's atypical final year figures on any emerging settlement pattern.

On the other hand, had negotiations continued, the most recent settlement at River Falls certainly would have been factored into last minute bargaining. Precisely because the parties themselves weigh intra-conference settlements so heavily the statutory criteria require interest arbitrators to "give weight to... g. changes in any of the foregoing factors during the pendency of the arbitration proceedings."

The parties here disagree over their recollections of the instructions I gave them at the hearing of this matter and the Union now opposes consideration of the River Falls settlement claiming it came in after the record was closed. Lest there be any further debate on this point, I repeat here the clear guidelines I gave the parties at the April 21, 1986 hearing. In the interest of the best informed award possible, I have long followed consistent practice of considering any and all late breaking developments affecting the statutory criteria. I believe this practice makes eminent good sense consistent with criterion g.

I advised the parties of this practice using the phrase "I will receive any settlement or other relevant information up to the last tick of the clock -- even while I'm crafting the award and before it is issued." I also advised the parties that in the interest of providing full opportunity for both to submit all relevant evidence and argument, I would hold open the option of presenting written argument on final settlement information, arguing the matter by telephone conference call, or invoking a continuance.

Neither party invoked any of these options and the record, at long last, was finally closed. It should be obvious that at some reasonable time, the inquiry must end. Negotiations for the parties' 1986-87 Agreement have already been confounded by their lack of a 1985-86 settlement.

The purpose of arbitration is not to prolong the controversy but to bring disputes to closure. The parties agreed here to the Arbitrator's guidelines. In keeping with those guidelines and consistent with statutory criterion g., the River Falls settlement shall be added to the Athletic Conference pool -- which sorely needs such augmentation to improve the quality of the primary comparison group.

The second major source of contention here centers on the Union's submission of a secondary comparison group formed by adding the non conference school districts of Chippewa Falls, Menomonie, and Rice Lake from Wisconsin plus Hastings and Red Wing, Minnesota to the primary sample. Conspicuously, the Union withdrew Rice Lake from its reply brief comparison group when that school district's arbitrated settlement favored the employer.

Certainly, interest arbitrators have found circumstances warranting consideration of comparison groups beyond the athletic conference. Sound principles of sample design require, however, that any school districts to be added to the primary pool meet fundamental tests of representativeness. Chippewa Falls fails this test on at least two grounds -- its enrollment is over twice as large as Ellsworth's and Chippewa Falls' salary schedule is more influenced by its proximity to Eau Claire than is Ellsworth's to Chippewa Falls.

Adding Menomonie would contribute only marginally to the statistical base, while introducing a non-conference district which has not been a part of the parties past bargaining referents. For these reasons Menomonie has not been included in the final comparison group.

Inclusion of the two Minnesota districts is clearly inappropriate. Minnesota operates under a separate school aids formula and licensing procedures. No evidence was presented to show that the parties have relied on Minnesota districts as referent groups in their past negotiations. I agree, further, with Arbitrator Bellman's observation in School District of Hudson, Dec. No. 18976-A; in which he stated that different certification requirements would "obviate a shared teacher employment market" between Wisconsin and Minnesota border districts.

Summary on the Comparison Group

Careful attention to principles of statistical tests of sample design leads me to structure a comparison group consisting of the following school districts for purposes of the present analysis:

Durand
Mondovi
Amery
River Falls

A significant factor in the present dispute goes beyond the question of the appropriate comparison group. The parties also differ on the compensation measure to be compared. The Union opts for a "salary only, benchmark to benchmark measure." The District contends for a "total

no teachers are currently placed or are likely to move. Indeed, in some instances these variations can mean that no teacher on one given schedule will ever be "like-situated" on another within the comparison group.

In sum, benchmark comparisons are valid only to the extent that the parties themselves standardize the terms of compensation within their traditional referent groups. To the degree that they choose to devise variations on the theme, they both trade off comparability.

Nothing in these observations should be taken as critical of recent bargaining behavior in Wisconsin. These same disparities can be seen as readily in Minnesota and Iowa. The operative consideration for the purpose of interest arbitration is simply that arbitrators facing such asymmetrical patterns must therefore, rely on total payroll increases as the more valid measure of economic comparability. How the parties choose to distribute such gains among and between teachers is their business.

The final concern in regard to the salary measure to be compared centers on the parties' dispute over whether the Arbitrator should consider "salaries only" or "total compensation" in determining the more reasonable of the two competing proposals. Certainly the total compensation package represents the correct measure of the economic package in collective bargaining. Fifty years of private sector experience confirms that the bargaining package includes both the employees' paycheck and their deferred wages in the form of measurable fringe benefits.

Interest arbitrators respect the parties' right to distribute economic improvements however they choose. We cannot assign a zero value to fringe benefits, however, in tallying the "wage-wage equivalent" impact on payroll costs. Benchmark comparisons on salaries alone represent the valid measure only where other payroll costs are relatively constant and the schedule structures are fairly symmetrical. Neither of these requirements are present in this case.

I find it significant in this regard that while only two athletic conference districts provided greater fringe benefits than Ellsworth, the Board agreed to improve life insurance payments from 55% to 100% and Board-paid retirement contribution from 5% to 6% for 1985-86. Ellsworth thus joined the top three districts in the conference in providing 100% health coverage, dental, LTD, life insurance and retirement as well as the early retirement feature. By any measure, this level and range of coverage represents a generous benefit package which must be factored into the final comparison ranking.

After making due allowance for structural variations within the comparison group, the wage-wage equivalent measure shows that the Board's position more closely preserves the relative value ranking of Ellsworth teachers within their athletic conference.

Consideration of the remaining statutory criteria lends further support to selection of the Board's position as the more reasonable. The compensation increase approximately doubles the current rate of inflation -- which is certainly not inappropriate in light of the historical lag between teachers' earnings and those of private sector employees. The amount of catch-up which might be sustained by taxpayers in any given period, however, is clearly a matter of the public interest and welfare.

Current economic conditions in rural Wisconsin must be reasonably considered in determining the final settlement package. In this regard, Ellsworth teachers under this award fare favorably with the other comparison districts within this agricultural area of the state. It reflects an appropriate differential with area settlement patterns involving other public employees and, of course, far outstrips the recent earnings experiences of farmers and private sector employees.

Award

Based on the foregoing findings and conclusions, the District's position is, hereby, granted.

Stipulated Settlements

All other contractual provisions agreed upon by the parties during negotiations were reviewed by the Arbitrator and found consistent with statutory requirements in all particulars. These are, hereby, incorporated into the Agreement.

9/9/86
Date

John J. Flagler
John J. Flagler, Arbitrator